

JUDGE CROTTY

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

11 CV

3915

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SORAYA VAZQUEZ

Plaintiff,

**COMPLAINT**

v.

COHEN & SLAMOWITZ, LLP and  
EMPIRE PORTFOLIOS, INC.

Defendants.  
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**INTRODUCTION**

1. Plaintiff brings this action to secure redress from unlawful credit and collection practices engaged in by the defendants Cohen & Slamowitz, LLP ("C&S") and Empire Portfolios, Inc. ("Empire"). Plaintiff alleges violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. ("FDCPA").

2. The FDCPA broadly prohibits unfair or unconscionable collection methods; conduct which harasses, oppresses or abuses any debtor; and any false, deceptive or misleading statements in connection with the collection of a debt. Collectors are also required to give debtors certain information. 15 U.S.C. §§1692d, 1692e, 1692f and 1692g.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction under 15 U.S.C. §1692k (FDCPA), 28 U.S.C. §1331 and.

4. Venue is proper in this district under 28 U.S.C. §1391 and personal jurisdiction in this District is proper because:

- a. The collection communication which gives rise to this case was received by plaintiff within this District;
- b. Defendants do business within this District.

**PARTIES**

5. Defendant, C&S, has a principal place of business at 199 Crossways Park Drive in Woodbury, New York 11797-9004.
6. C&S is a law firm and collects debts allegedly owed to others.
7. C&S has a license from the New York City Department of Consumer Affairs to be a debt collector within New York City.
8. C&S is a debt collector as defined by the FDCPA.
9. Defendant, Empire, has an address listed for service of c/o Upton Cohen & Slamowitz, Esqs, 485 Underhill Blvd in Syosset, New York, 11791.
10. Upon information and belief, Empire purchases debts that are in default.
11. Upon information and belief, Empire then seeks to collect these debts through collection agencies or collection law firms such as C&S.
12. Upon information and belief, buying defaulted debts is the primary purpose of Empire's business.
13. Empire has a license from the New York City Department of Consumer Affairs to be a debt collector within New York City.
14. Empire is a debt collector as defined by the FDCPA 1692a(6).
15. None of the exclusions which would be listed in 1692a(6) apply to Empire which would remove it from the definition of the term debt collector.

16. Upon information and belief, the principals of C&S are also owners of Empire.

17. Upon information and belief, at all relevant times, C&S and Empire acted in concert in collecting this debt.

### **FACTS**

18. On or about May 22, 2011, plaintiff received a letter from C&S which was mailed purportedly on behalf of Empire. **See Exhibit A**

19. In mailing this letter, defendant sought to collect a debt incurred for personal, family or household purposes, namely fees emanating from a personal credit card bill.

20. The letter states "Please be advised that this office represents Empire Portfolios, Inc. in connection with your outstanding bill. Empire Portfolios Inc. has retained us to work with you to resolve this matter to your satisfaction."

21. The letter gives the impression that Empire and C&S are unrelated entities.

22. On information and belief, Empire is an S corporation with the only two shareholders being David Cohen ("Cohen") and Mitchell Slamowitz ("Slamowitz").

23. On information and belief, Cohen and Slamowitz are principals of C&S.

24. On information and belief, Empire has no employees.

25. The letter conveys the impression that C&S is a law firm completely independent from Empire.

26. C&S and Empire are not independent from one another.
27. C&S does not have an arm's length relationship with Empire.
28. On information and belief, C&S controls Empire.
29. The letter conveys that Empire has retained C&S to collect the debt.
30. The least sophisticated consumer is the standard for assessing communications under the FDCPA.
31. The least sophisticated consumer is likely to understand the term "retained" in the context of the letter to mean hire an entity without the same ownership.
32. C&S acting in concert with Empire sought to deceive and/or misrepresent to plaintiff the true relationship between the entities.
33. C&S, the collection law firm, acting in concert with Empire, the debt buyer, did conceal the close association between the two entities.
34. C&S, the collection law firm, acting in concert with Empire, the debt buyer, did not reveal the close association between the two entities.
35. A consumer is more likely to be frightened when a debt buyer such as Empire hires a law firm that has no relationship to itself to collect the debt, rather than when it hires a law firm such as C&S which is extremely closely related to Empire as both are owned by the individuals Cohen and Slamowitz, to collect the debt.
36. C&S acting in concert with Empire acted intentionally at all relevant times in this action.

**VIOLATIONS ALLEGED**

37. Plaintiff incorporates all of the proceeding paragraphs as though fully stated herein.

38. Exhibit A violates 15 U.S.C. §§1692 and 1692e.

Section 1692e provides:

**§ 1692e. False or Misleading Representations**

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

**(10)** The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

39. Defendants violated the above quoted provisions of the statute because the letter contained misleading information and deception.

40. Defendants are liable to plaintiff for statutory damages pursuant to 1692k.

**WHEREFORE**, the Court should enter judgment in favor of plaintiff and against the defendants for:

- (1) Statutory damages;
- (2) Attorney's fees, litigation expenses  
and costs of suit;
- (3) Such other and further relief  
as the Court deems proper.

Dated: New York, NY  
June 1 2011


**The Law Offices of Shimshon Wexler, PC**

By: 

Shimshon Wexler  
2710 Broadway, 2<sup>nd</sup> Floor  
New York, NY 10025  
swexler@collectorabuselaw.com  
(212)760-2400  
(917)512-6132 (fax)

**NOTICE OF ASSIGNMENT**

Please be advised that all rights relating to attorney's fees have been assigned to counsel.

  
Shimshon Wexler

# EXHIBIT A

**P.S. Our office accepts Western Union, Money Gram, MasterCard, VISA, Discover Card, and checks via phone, or visit our website at [www.cslawllp.com](http://www.cslawllp.com) to make payments online. All payments should be made payable to Empire Portfolios, Inc.**